

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OCCUPY WALL STREET, an unincorporated
association by and through Christine Crowther and
Diego Ibañez, as its *de facto* Treasurers, AMANDA
ROSE HENK, MICHELE LEE HARDESTY,
FRANCES MERCANTI-ANTHONY, JAIME
TAYLOR, and ELIZABETH FAGIN

12 CV 4129 (GBD)

Plaintiffs,

**STIPULATION OF
DISCONTINUANCE AND
SETTLEMENT**

-against-

THE CITY OF NEW YORK, MICHAEL
BLOOMBERG, in his official capacity as Mayor of the
City of New York, RAYMOND KELLY, in his official
capacity as Police Commissioner, JOHN DOHERTY, in
his official capacity as Sanitation Commissioner, JOHN
DOE and RICHARD ROE and other presently
unidentified officials, employees and/or agents of the
City of New York in their official and individual
capacities

Defendants/Third-Party Plaintiffs,

- against -

BROOKFIELD OFFICE PROPERTIES, INC.,

Third-Party Defendant.

WHEREAS, on or about May 24, 2012, Plaintiffs commenced this action seeking

i) a declaratory judgment that Defendants' seizure and destruction of Plaintiffs' books and library furnishings and equipment at Zuccotti Park on November 15, 2011 violated Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. § 1983, *et. seq.*, and Article I, Sections 6, 8, and 12 of the New York State

Constitution; ii) damages sustained as a result of the violations alleged as well as punitive damages; and iii) attorneys' fees, costs and expenses; and

WHEREAS, on or about June 14, 2012 Defendants answered the Complaint and denied committing any violations of law; and

WHEREAS, on or about June 26, 2012 Defendants served a Third Party Complaint on Brookfield Office Properties, Inc. alleging *inter alia*, that if the Plaintiffs sustained any injury or had their rights violated, Brookfield Office Properties, Inc. was partially or wholly responsible; and

WHEREAS, on or about August 15, 2012 Brookfield Office Properties, Inc. answered the Third Party Complaint and denied any responsibility for any injury sustained by Plaintiffs as alleged in the Complaint; and

WHEREAS, there is no dispute between Plaintiffs and Defendants as regards the importance of books and libraries to Plaintiffs' efforts to promote an educated and informed citizenry; and

WHEREAS, the Plaintiffs and Defendants have agreed to settle this action pursuant to the terms set forth below, and Brookfield Office Properties, Inc. has agreed to indemnify Defendants as set forth below.

NOW, THEREFORE, this matter is settled on the following terms:

1. The above-referenced action, including the third-party action, is discontinued with prejudice and without costs, expenses, or any additional fees, except those set forth in paragraphs "3," "4" and "6" below.

2. Defendants acknowledge and believe it unfortunate that, during the course of clearing Zuccotti Park on November 15, 2011, books were damaged so as to render them

unusable, and additional books are unaccounted for. Defendants further acknowledge and believe it unfortunate that certain library furnishings and equipment likewise were damaged so as to render them unusable, and other library furnishings and equipment may be unaccounted for. Plaintiffs and Defendants recognize that when a person's property is removed by the City it is important that the City exercise due care and adhere to established procedures in order to protect the legal rights of the property owners.

3. The City of New York ("the City"), on behalf of all Defendants, shall pay to the Occupy Wall Street, Library Working Group Forty-Seven Thousand Dollars (\$47,000) ("the settlement amount") in full settlement of all of Plaintiffs' claims for damages. Payment of the settlement amount shall be made by forwarding a check in the amount of \$47,000 directly to Plaintiffs' attorney at 260 Madison Avenue, 22nd Floor, New York, New York 10016 and made jointly payable to Occupy Wall Street, Library Working Group and Siegel Teitelbaum & Evans, LLP. So that the City can make payment of the settlement amount, Plaintiffs shall forward the following to the undersigned counsel for the City: 1) a "So Ordered" copy of this stipulation; 2) the Taxpayer ID number used by Occupy Wall Street; 3) the Taxpayer ID number used by Plaintiffs' counsel; 4) an executed affidavit of no liens for each named Plaintiff; and 5) a release executed by each named Plaintiff.

4. Defendants shall pay Plaintiffs' attorneys' fees of One Hundred Eighty-Five Thousand Dollars (\$185,000) pursuant to 42 U.S.C. § 1988, and One Thousand Three Hundred Forty-Nine Dollars and Fifty-Eight Cents (\$1,349.58) for costs and expenses incurred in this matter. Payment of the total amount of fees and costs (\$186,349.58) shall be made by forwarding a check in that amount directly to Plaintiffs' attorney at 260 Madison Avenue, 22nd Floor, New York, New York 10016 and made payable to Siegel Teitelbaum & Evans, LLP.

5. Upon receipt of the payments required in paragraphs "3" and "4" above, Plaintiffs shall release Defendants and all departments, officials, employees, representatives and agents of the City, past and present, from any and all claims and right to damages for injury to property owned by Plaintiffs which are or could be asserted arising out of the acts and omissions alleged in the Complaint filed in the instant action, provided the claims are for injury to property owned by Plaintiffs. Plaintiffs have executed, or will execute, releases to be held by the City, which will take effect upon payment of the settlement amounts.

6. Third-Party Defendant, Brookfield Office Properties, Inc. in settlement of the third-party action initiated by the Defendants/Third-Party Plaintiffs on or about June 26, 2012 shall indemnify the City in the amount of Fifteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents" ("15,666.67"), by delivering a check made payable to the City of New York in the amount of Fifteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents" ("15,666.67") to the undersigned counsel for the City.

7. Upon receipt of the payments required in paragraphs "6" above, Third-Party Plaintiffs shall release the Third-Party Defendant and all employees, representatives and agents of the Third-Party Defendant, past and present, from any and all claims and right to damages which are or could be asserted arising out of the acts and omissions alleged in the Third-Party Complaint filed in the instant action.

8. This Stipulation of Discontinuance and Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant action shall be deemed to exist, to bind the parties hereto, or to vary the terms and conditions contained herein.

9. This Stipulation, and the settlement it represents, shall not be admissible in any other litigation or settlement negotiation.

10. This Stipulation may be submitted to the Court to be so ordered, docketed and filed without further notice to any party.

Dated: New York, New York
April 4, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants/Third-Party Plaintiffs
100 Church Street
New York, NY 10007
(212) 356-2207

By: Sheryl Neufeld
Sheryl Neufeld
Senior Counsel

SIEGEL TEITELBAUM & EVANS, LLP
Attorneys for Plaintiffs
260 Madison Avenue, 22nd Floor
New York, NY 10016
(212) 455-0300

By: Norman Siegel 4/4/13
Norman Siegel (NS 6850)
By: Herbert Teitelbaum
Herbert Teitelbaum (HT 7762)

FRIED, FRANK, HARRIS, SHRIVER
& JACOBSON LLP
Attorneys for Third-Party Defendant
Brookfield Office Properties, Inc.,
One New York Plaza
New York, New York 10004-1980
(212) 859-8000

By: Douglas H. Flaum
Douglas H. Flaum
Richard G. Leland

SO ORDERED:

George B. Daniels
Hon. George B. Daniels
United States District Judge

APR 09 2013

Dated: 2013
New York, New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
GLOBAL REVOLUTION TV, an unincorporated
association by and through VLADIMIR TEICHBERG
and VICTORIA SOBEL, individually and as the
GLOBAL REVOLUTION TV *de facto* Principals and
Treasurers, JOSHUA BOSS, PETER HARRIS

12 CV 5086 (GBD)

Plaintiffs,

**STIPULATION OF
DISCONTINUANCE AND
SETTLEMENT**

-against-

THE CITY OF NEW YORK, MICHAEL
BLOOMBERG, in his official capacity as Mayor of the
City of New York, RAYMOND KELLY, in his official
capacity as Police Commissioner, JOHN DOHERTY, in
his official capacity as Sanitation Commissioner, JOHN
DOE and RICHARD ROE and other presently
unidentified officials, employees and/or agents of the
City of New York in their official and individual
capacities

Defendants.

----- X

WHEREAS, on or about June 28, 2012, Plaintiffs commenced this action seeking
i) a declaratory judgment that Defendants' seizure and destruction of Plaintiffs' live streaming,
computers, video gear and other equipment at Zuccotti Park on November 15, 2011 violated
Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments to the Constitution of the
United States and 42 U.S.C. § 1983, *et. seq.*, and Article I, Sections 6, 8, and 12 of the New York
State Constitution; ii) damages sustained as a result of the violations alleged as well as punitive
damages; and iii) attorneys' fees, costs and expenses; and

WHEREAS, on or about July 18, 2012 Defendants answered the Complaint and denied committing any violations of law; and

WHEREAS, on or about July 31, 2012 Defendants served a Third Party Complaint on Brookfield Office Properties, Inc. alleging *inter alia*, that if the Plaintiffs sustained any injury or had their rights violated, Brookfield Office Properties, Inc. was partially or wholly responsible; and

WHEREAS, on or about October 12, 2012 Defendants and Brookfield Office Properties, Inc. filed a stipulation withdrawing the Third Party Complaint; and

WHEREAS, there is no dispute between Plaintiffs and Defendants as regards the importance of computers, wifi hotspots, and similarly related live-streaming equipment to plaintiffs' efforts to promote an educated and informed citizenry and to plaintiffs' efforts to protect and promote the rights of the Occupy community; and

WHEREAS, the Plaintiffs and Defendants have agreed to settle this action pursuant to the terms set forth below.

NOW, THEREFORE, this matter is settled on the following terms:

1. The above-referenced action, is discontinued with prejudice and without costs, expenses, or any additional fees, except those set forth in paragraphs "3" and "4" below.
2. Defendants acknowledge and believe it unfortunate that, during the course of clearing Zuccotti Park on November 15, 2011, computers, wifi hotspots and similarly related live-streaming equipment were damaged so as to render them unusable, and additional live-streaming equipment is unaccounted for. Plaintiffs and Defendants recognize that when a person's property is removed by the City it is important that the City exercise due care and adhere to established procedures in order to protect the legal rights of the property owners.

3. The City of New York ("the City"), on behalf of all Defendants, shall pay to Global Revolution TV Seventy-Five Thousand Dollars (\$75,000) ("the settlement amount") in full settlement of all of Plaintiffs' claims for damages. Payment of the settlement amount shall be made by forwarding a check in the amount of Seventy-Five Thousand Dollars (\$75,000) directly to Plaintiffs' attorney at 10 Spring Street, Suite 1, New York, New York 10012 and made jointly payable to Global Revolution TV and Stecklow Cohen & Thompson. So that the City can make payment of the settlement amount, Plaintiffs shall forward the following to the undersigned counsel for the City: 1) a "So Ordered" copy of this stipulation; 2) the Taxpayer ID number used by Global Revolution TV; 3) the Taxpayer ID number used by Plaintiffs' counsel; 4) an executed affidavit of no liens for each named plaintiff; and 5) a release executed by each named Plaintiff.

4. Defendants shall pay Plaintiffs' attorneys fees of Forty-Nine Thousand Five Hundred Dollars (\$49,500) pursuant to 42 U.S.C. § 1988, and Three Hundred Fifty Dollars (\$350) for costs and expenses incurred in this matter.

5. Upon receipt of the payments required in paragraphs "3" and "4" above, Plaintiffs shall release Defendants and all departments, officials, employees, representatives and agents of the City, past and present, from each and every claim and right to damages which are or could be asserted arising from the acts and omissions complained of in the complaint and which stem from the Defendants' clearing of Zuccotti Park on November 15, 2011. Plaintiffs have executed, or will execute, releases to be held by the City, which will take effect upon payment of the settlement amounts.

6. This Stipulation of Discontinuance and Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time,

nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant action shall be deemed to exist, to bind the parties hereto, or to vary the terms and conditions contained herein.

7. This stipulation, and the settlement it represents, shall not be admissible in any other litigation or settlement negotiation.

8. This stipulation may be submitted to the Court to be so ordered, docketed and filed without further notice to any party.

Dated: New York, New York
April 4, 2013

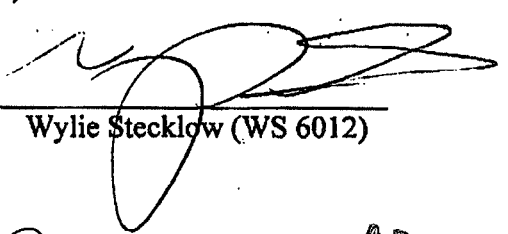
MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants/Third-Party Plaintiffs
100 Church Street
New York, NY 10007
(212) 356-2207

By:


Sheryl Neufeld
Senior Counsel

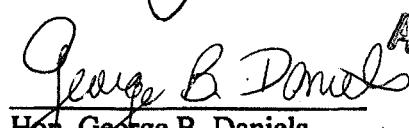
STECKLOW COHEN & THOMPSON
Attorneys for Plaintiffs
10 Spring Street, Suite 1
New York, NY 10012
(212) 566-8000

By:


Wylie Stecklow (WS 6012)

SO ORDERED:

Dated: _____ 2013
New York, New York


Hon. George B. Daniels
United States District Judge

APR 09 2013

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
TIME'S UP, INC., and BARBARA ROSS,

Plaintiffs,

-against-

**STIPULATION OF
DISCONTINUANCE AND
SETTLEMENT**

THE CITY OF NEW YORK, MICHAEL BLOOMBERG
In his official capacity as Mayor of the City of New York
RAYMOND KELLY, in his official capacity as Police
Commissioner, JOHN DOHERTY, in his official capacity
as Sanitation Commissioner, JOHN DOE and RICHARD
ROE and other presently unidentified officials, employees
and/or agents of the City of New York in their official and
individual capacities,

13 CV 1081

Defendants.
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WHEREAS, on or about February 15, 2013, Plaintiffs commenced this action by filing a complaint ("the Complaint") seeking i) a declaratory judgment that Defendants' seizure and destruction of Plaintiffs' property, including sixteen "energy bicycles" at Zuccotti Park on November 15, 2011 violated Plaintiffs' rights under the First, Fourth, and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. § 1983, *et. seq.*, and Article I, Sections 6, 8, and 12 of the New York State Constitution; ii) damages sustained as a result of the violations alleged as well as punitive damages; and iii) attorneys' fees, costs and expenses; and

WHEREAS, a Notice of Claim (No. 2012pi004202) regarding the sixteen "energy bicycles" was filed with the Office of the New York City Comptroller by Keegan Stephen, the Director of Operations for plaintiff Time's Up in or around February 2012 ("the Notice of Claim"); and

WHEREAS, defendants deny committing any violations of law; and

WHEREAS, the Plaintiffs and Defendants have agreed to settle this action pursuant to the terms set forth below.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, as attorneys of record for the respective parties, as follows:

1. The City of New York ("the City"), on behalf of all defendants, shall pay Eight Thousand Five Hundred Dollars (\$8,500) ("the settlement amount") in full settlement of all claims for damages, costs, disbursements and attorney's fees alleged in the Complaint and in the Notice of Claim.

2. Plaintiffs and their attorney hereby waive any right to apply for, and shall not apply for, any order authorizing the taxation of costs or disbursements. Plaintiffs and their attorney also hereby waive any right to apply for, and shall not apply for, any order pursuant to 42 U.S.C. § 1988 authorizing the taxation of attorney's fees and costs.

3. Payment of the settlement amount shall be made by forwarding a check in the amount of Eight Thousand Five Hundred Dollars (\$8,500) directly to Plaintiffs' attorney at 10 Spring Street, Suite 1, New York, New York 10012 and made jointly payable to Keegan Stephan and Stecklow Cohen & Thompson. So that the City can make payment of the settlement amount, Plaintiffs shall forward the following to the undersigned counsel for the City: 1) a "So Ordered" copy of this stipulation; 2) the Taxpayer ID number used by Keegan Stephan; 3) the Taxpayer ID number used by Plaintiffs' counsel; 4) an executed affidavit of no liens for Keegan Stephan and each named plaintiff; and 5) a release executed by Keegan Stephan and each named Plaintiff.

4. Upon receipt of the settlement amount, Plaintiffs and Keegan Stephan shall release Defendants and all departments, officials, employees, representatives and agents of the City, past and present, from each and every claim and right to damages which are or could be asserted arising from the acts and omissions complained of in the Complaint and the Notice of Claim. Plaintiffs and Keegan Stephan have executed, or will execute, releases to be held by the City, which will take effect upon payment of the settlement amount.

5. This Stipulation of Discontinuance and Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time, nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of

the instant action shall be deemed to exist, to bind the parties hereto, or to vary the terms and conditions contained herein.

6. This stipulation, and the settlement it represents, shall not be admissible in any other litigation or settlement negotiation.

7. This stipulation may be submitted to the Court to be so ordered, docketed and filed without further notice to any party.

Dated: New York, New York
April 4, 2013

MICHAEL A. CARDOZO
Corporation Counsel of the City of New York
Attorney for Defendants/Third-Party Plaintiffs
100 Church Street
New York, NY 10007
(212) 356-2207

By:


Sheryl Neufeld
Senior Counsel

STECKLOW COHEN & THOMPSON
Attorneys for Plaintiffs
10 Spring Street, Suite 1
New York, NY 10012
(212) 566-8000

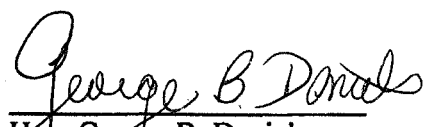
By:


Samuel B. Cohen

SO ORDERED:

APR 09 2013

Dated: _____ 2013
New York, New York


Hon. George B. Daniels
United States District Judge

